WER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS

Inventor(s):	Stepan Sokolov & David Wallman
Title:	Method and Apparatus to Facilitate

Method and Apparatus to Facilitate Suspending Threads in a Platform-Independent

Virtual Machine

Filing Date: Serial No.: July 26, 2001

09/917,525

Group Art Unit: Examiner:

not yet assigned not yet assigned

Attorney Docket No: SUN-P6265-MEG

RECEIVED

SEP 2 1 2001

**Technology Center 2100** 

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints Kenneth Olsen, Registration No. 26,493, Timothy J. Crean, Registration No. 37,116, Joseph T. Fitzgerald, Registration No. 33,881, Alexander E. Silverman, Registration No. 37,940, Anirma R. Gupta, Registration No. 38,275, Sean P. Lewis, Registration No. 42,798, Michael J. Schallop, Registration No. 44,319, Bernice B. Chen, Registration No. 42,403, Noreen A. Krall, Registration No. 39,734, Richard J. Lutton, Registration No. 39,756, Monica D. Ward, Registration No. 40,696, Marc D. Foodman, Registration No. 34,110, Naren Chaganti, Registration No. 44,602, Elaine Lee, Registration No. 41,936, Hugh H. Matsubayashi, Registration No. 43,779, Paul Sorkin, Registration No. 39,039, Marilyn E. Glaubensklee, Registration No. 35,521, Ramin Aghevli, Registration No. 43,462, Andrew C. Chen, Registration No. 43,544, Jeffrey L. Myers, Registration No. 44,252, and Pavel Pogodin, Registration No. 48,205 all of SUN MICROSYSTEMS, INC., and A. Richard Park, Registration No. 41,241, Daniel E. Vaughan, Registration No. 42,199, Hoyt A. Fleming, Registration No. 41,752, and Edward J. Grundler, Registration No. 47,615 all of PARK, VAUGHAN & FLEMING LLP, to prosecute this application and transact all business in the United States and Patent & Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

<u>X</u>	a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or		
	the Assignment recorded on at reel, frames		
Pursua have been revi	ant to 37 C.F.R.§ 3.73(b) the undersigned Assignee hereby states that evidentiary documents iewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the state of the contract of the cont	he	

identified ASSIGNEE.

Please direct all telephone calls and correspondence to: A. Richard Park, Park, Vaughan & Fleming LLP, 508 Second Street, Suite 201, Davis, CA 95616, tel: 530-759-1661.

ASSIGNEE Signature:	Sun Microsystems, Inc	August 10,2001
Digitature	(Signature)	August 10,2001 (Date)
Name:	Kenneth Olsen	
Title:	Vice President, Intellectual Propo	erty



FORM PTO-1595 1-31-92 RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record	the attached original documents or copy thereof.
Name of conveying party(ies):     Stepan Sokolov, David Wallman	2. Name and address of receiving party(ies):  Name: Sun Microsystems, Inc.  Street Address: 901 San Antonio Road
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No	City: State: Zip: Palo Alto, CA 94303
3. Nature of conveyance:	Additional name(s) & address(es) attached?
[X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other	[]Yes [X] No RECEIVED
Execution Date:	SEP 2 1 2001
4. Application number(s) or patent number(s):	Technology Center 2100
If this document is being filed together with a new application, the executio	on date of the application is: July 18, 2001
A. Patent Application No.(s):	B. Patent No.(s):
Additional numbers attached? [] Yes [] No	
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> </ol>	6. Total number of applications and patents involved: [1]
Name: Edward J. Grundler Park, Vaughan & Fleming LLP 508 Second Street, Suite 201	7. Total fee (37 CFR 3.41)\$40.00  [X] Enclosed  [] Authorized to be charged to deposit account
Davis, CA 95616  Attorney Docket No.: SUN-P6265-MEG	8. Deposit account number:
DO NOT USE THIS SPACE	
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information the original document.	is true and correct and any attached copy is a true copy of
Edward J. Grundler Name of Person Signing	July 26, 2001  Date
Total number of pages including cover sheet, attachments and document: [3]	

## CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Stepan Sokolov David Wallman

34832 Dorado Common, Fremont, CA 94555 777 S. Mathilda Avenue, Sunnyvale, CA 94087

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

METHOD AND APPARATUS TO FACILITATE SUSPENDING THREADS IN A PLATFORM-INDEPENDENT VIRTUAL MACHINE

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

<u>×</u> .	On the	JULY		, 20 <u>0/</u> ;
	Or			
	Said application having	Application Number	and filed on	: and

WHEREAS, Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 901 San Antonio Road, Palo Alto, CA 94303, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor(s) (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor(s) hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation

PAGE 84

## Attorney D cket No. SUN-P6265-MEG

proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below.

En an	6		7/18/2001
Stepan Sokolov		Date	1,10,40
Q	suff	06,	he pool
David Wallman	10	Date	/
		Date	
		240	
		Date	
· 			
•	· · · · · · · · · · · · · · · · · · ·	Date	